

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SONRAI SYSTEMS, LLC,)	
)	
Plaintiff,)	Case No. 1:21-CV-02575
)	
v.)	JURY TRIAL DEMANDED
)	
WASTE CONNECTIONS OF CANADA, INC.,)	Honorable John Robert Blakey
)	
Defendant.)	

SECOND AMENDED COMPLAINT

Plaintiff, Sonrai Systems, LLC (“Sonrai” or “Plaintiff”), by and through its undersigned attorneys, alleges as follows with respect to its Complaint against Defendant, Waste Connections of Canada, Inc. (“Defendant” or “Waste Connections”):

NATURE OF THE CASE

1. This case is about theft and corporate greed. Sonrai, a largely family-owned company, developed proprietary, confidential and game changing products and services in the waste hauling industry. Waste Connections, a large waste hauling company and part of a large international conglomerate, saw the value in Sonrai’s products and services. Initially, Waste Connections partnered with Sonrai on using and deploying Sonrai’s products and services to Waste Connections customers.

2. Unfortunately, after seeing the immense value of Sonrai’s products and services, Waste Connections partnered with a rogue former Sonrai employee to steal Sonrai’s products and services, and to use Sonrai’s products and services for its own benefit and without compensation to Sonrai. Waste Connections also chose to stop honoring its contractual obligations to Sonrai.

3. As a result of the above conduct and as more fully explained below, Sonrai now brings the following claims against Waste Connections: (1) common law civil conspiracy; (2)

violation of the Federal Defend Trade Secrets Act; (3) violation of the Illinois Trade Secrets Act and (4) breach of contract. In doing so, Sonrai seeks a) an order enjoining Waste Connections from using Sonrai confidential information; b) an order requiring Waste Connections to return all Sonrai confidential information to Sonrai; c) Sonrai's attorneys' fees and costs as a result of Waste Connections' willful and intentional misappropriation and use of Sonrai confidential information; and d) monetary and exemplary damages for Waste Connections illegal acts.

THE PARTIES

4. Sonrai is an Illinois limited liability company with its principal place of business located in Naperville, Illinois. Sonrai is largely comprised of family members and all members are residents of Illinois. Sonrai has extensive experience in equipment manufacturing and waste collection.

5. Waste Connections of Canada, Inc. ("Waste Connections") is a Canadian corporation with its principal place of business located in Vaughn, Canada. Waste Connections also has offices in Woodlands, Texas, and several of its officers and directors are located in Woodlands, Texas. In addition, Waste Connections does business in the United States.

JURISDICTION AND VENUE

6. This Court has original jurisdiction, pursuant to 28 U.S.C. §1331, because this action involves a claim arising under the laws of the United States, the Defend Trade Secrets Act of 2016, 18 U.S.C. §1832, et seq. This Court has supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. § 1337.

7. This Court also has jurisdiction over this matter pursuant 28 U.S.C. §§ 1332(a)(1) and 1332(a)(2) because a) Sonrai is an Illinois corporation with its principal place of business in Naperville, Illinois and Waste Connections is a Canadian corporation with its principal place of

business in Vaughn, Canada, and b) the amount in controversy for this matter is in excess of \$75,000.

8. Venue is appropriate in the United States District Court for the Northern District of Illinois because Waste Connections conducted business in this District, and a substantial part of the events and omissions giving rise to this cause of action occurred in this District. In addition, Waste Connections' parent company, Waste Connections, Inc. ("WCI"), removed this action from Illinois state court to the United States District Court for the Northern District of Illinois with, upon information and belief, the knowledge and approval of Waste Connections.

FACTS

Sonrai is the Technological Leader in the Waste Hauling Industry

9. Sonrai is a largely family owned information technology company specializing in the waste hauling industry. With over a 100 years of combined experience in the waste hauling industry and a focus on technology, automation and data collection, Sonrai provides its waste hauling customers with a unique experience through its technological services and products. Simply put, and as noted by Waste Connections' own Director of Information Technology Operations Applications, Sonrai's services are a "game changer" in the waste hauling industry, and Sonrai is the "gold standard" when it comes to innovative technology products and services for the waste hauling industry, because Sonrai's products and services allow waste haulers to control their backroom and automation costs through the collection and dissemination of data.

10. Sonrai uses its knowledge and experience in the waste hauling industry to develop highly confidential and proprietary technological products and services that, among other things, collect data on truck chassis and the waste collection body of a garbage truck. For example, Sonrai has developed its exclusive "event validation system" that, among other things, establishes a computer based visual confirmation that the waste hauling service has been completed in real time

on a satellite map to be viewed by the waste hauling truck fleet operator. This system gives the fleet operator benefits in the areas of transit visibility, work order management, dispatch operations, route optimization and tracking, and inventory asset optimization, among other benefits.

11. Sonrai's work in the area of event validation systems has been noted in the waste hauling industry. In fact, and as reported in *Forbes Magazine*, Sonrai was the recipient of the "sustainable partnership game changer award" for its "strategic plan of sustainable partnerships that would modernize waste and recyclable collection for the 21st century."

12. Another one of Sonrai's "gold standard" technological products and services is "Vector."

13. Vector is a comprehensive telematics and vehicle information system for the waste hauling industry. Vector enables a waste hauling truck fleet operator to monitor all relevant data from the truck chassis and the waste collection body in nearly real-time. This provides fleet operator benefits with respect to, *inter alia*, transit visibility, work order management, dispatch operations, route optimization and tracking, inventory asset optimization and service verification.

14. The formulas and processes for the development of Sonrai's Vector and RFID technology is only known by a select few of Sonrai's employees. Sonrai does not disclose the formulas and processes for the creation of its technology to third parties.

15. Sonrai protects the confidential information described in paragraphs 9, 10, and 12, 13, and 14 by, among other things: limiting the disclosure and use of this information to only the Sonrai employees who need this information to perform their duties on behalf of Sonrai; developing and implementing procedures regarding the use and protection of confidential information; obtaining a premier server for the storage of Sonrai confidential information;

restricting access to this information by restricting access to computer networks and requiring the use of passwords to access its networks; requiring employees to execute (through its affiliated company ACES) written agreements that protect against the misuse and improper disclosure of Sonrai's confidential information; and entering into confidentiality agreements with companies that will have access to Sonrai's confidential information.

16. Sonrai receives a financial and economic benefit as a result of the above information being kept confidential and not publicly available. Indeed, and as this Complaint describes in more detail below, a Sonrai competitor would receive a significant economic benefit and other industry advantages if the information was stolen and then used by a competitor.

17. Similarly, a Sonrai competitor could not easily replicate or reengineer the confidential information identified in paragraphs 9, 10, 12, 13, and 14 without incurring significant economic, technological and labor costs.

Sonrai Begins Working with Waste Connections

18. As a result of its confidential, proprietary and innovative services and products ("services"), Sonrai began a business relationship with Waste Connections in 2013. At that time, Waste Connections was known as BFI Canada, Inc. ("BFI"). On or about April 1, 2015, BFI changed its name to Progressive Waste Solutions of Canada, Inc. ("Progressive"). After a series of mergers, Progressive eventually became Waste Connections of Canada, Inc. ("Waste Connections"). Consequently, the company that Sonrai did business with was Waste Connections and Waste Connections has acknowledged through counsel to Sonrai that Waste Connections did business with Sonrai and is the appropriate defendant for this matter.

19. Interested in Sonrai's services, Waste Connections executives came to Sonrai's Chicago-area offices in mid-2013 to determine Sonrai's ability to service Waste Connections'

needs. Waste Connections met with Sonrai management, visited Sonrai's offices and saw a demonstration of some Sonrai's products and services in Chicago and Carol Stream, Illinois.

20. After its on-site meeting with Sonrai in Chicago and Carol Stream, Illinois, Waste Connections included Sonrai on a list of vendors who would be asked to submit a response to Waste Connections' Request For Information ("RFI") relating to its In Vehicle System and Back Office Operations Solutions.

21. On May 30, 2014, Sonrai submitted its Response to Waste Connections' RFI. Sonrai's Response detailed the capabilities of various Sonrai products, including Vector.

22. Notably Sonrai did not disclose, and never has disclosed, the formulas and processes for the creation of its Vector and RFID technology to Waste Connections.

23. Following the submission of Sonrai's Response to Waste Connections' RFI, Waste Connections informed Sonrai that it had made it to the next round of consideration which would involve on-site demonstrations. Waste Connections invited Sonrai to its corporate office in Vaughn, Canada so that Sonrai could provide additional details and a technology demonstration.

24. In September 2014, after the Sonrai-Waste Connections meeting in Canada, Waste Connections selected Sonrai's Vector system as the system it would install in its trucks to collect the data necessary to meet the requirements imposed upon Waste Connections by a Waste Connections customer, the Region of Peel (a municipality in Canada).

25. Sonrai and Waste Connections also agreed to two "pilot areas" for the rollout of Sonrai's products and services on Waste Connections' vehicles. The pilot areas were Toronto and South Florida.

26. Sonrai met with Waste Connections in mid-November 2014 at its Naperville and Chicago offices to discuss the pilot areas.

27. Sonrai and Waste Collections also engaged in negotiations to have Sonrai’s Vector system placed in all of Waste Connections’ 4,860 trucks. Prior to the placement of Sonrai’s products and services in Waste Connections’ trucks, Sonrai and Waste Connections conducted tests to aid in the determination of whether Waste Connections would deploy Sonrai’s Vector’s services, as well as Sonrai’s RFID services.

28. Sonrai placed and tested 276 Vector units in Waste Connections trucks at five Waste Connections sites. Sonrai also placed and tested 139 RFID units in Waste Connections trucks at four different Waste Connections sites.

29. Sonrai incurred significant installation and testing expenses as a result of these efforts. Sonrai was only reimbursed for a portion of its expenses by Waste Connections.

30. Waste Connections was pleased with the performance of Vector and RFID. Charles Palmer (“Palmer”), Waste Connections’ Director of Information Technology Operations Applications, praised the performance of Sonrai’s services and expressed his eagerness to have Sonrai products and services placed in, and used by, all of Waste Connections’ trucks.

31. In fact, in a meeting with Sonrai on October 20, 2015 in Vaughan, Ontario, Canada, Palmer declared that Sonrai’s services “[are] a game changer; nobody can touch us.”

32. That same day, Palmer proposed the following financial terms for the rollout of Sonrai products and services on all 4,860 of Waste Connections’ trucks for a minimum of three years: (1) the Vector device at a price of \$246.70; (2) additional hardware including cables at \$350 per truck; (3) an installation fee of \$75 per truck; and (4) a monthly data fee of \$45.29 per truck.

33. Palmer also proposed specific pricing for add-ons to be provided by Sonrai on an as-needed basis, such as inclinometers for the older trucks in Waste Connections’ fleet and RFID units.

34. Waste Connections' board of directors approved the terms of the proposed contract for the use of Sonrai's Vector fleet-wide and Waste Connections further stated that it would be drafting a formal contract for execution.

35. Sonrai agreed to the terms put forth by Waste Connections and, as a result, issued invoices in accordance with the terms identified in Paragraph 32. The invoices were signed by Charles Palmer on behalf of Waste Connections. (A sample of the invoices signed by Palmer are attached as Exhibit A).

36. The invoices identified, among other things, the number of Vector devices to be used at certain Waste Connections "districts" in the United States and Canada.

37. The invoices also identified the usage and data fees for Waste Connections' use of the services provided by Sonrai's confidential information (i.e. Vector).

38. Finally, the invoices specifically stated that "by [Waste Connections] acceptance of this order, [Waste Connections] understands that all devices purchased from Seller that are linked to data usage plans ... will have a three (3) year obligation to pay for the data service contract."

39. In simpler terms, Waste Connections agreed to pay the data service charges for the use of Vector's technology for three years from the first invoice for each Waste Connections district.

40. Based upon the contract executed by Sonrai and Waste Connections, which terms were memorialized in the invoices, Sonrai allowed Waste Connections to review the confidential information housed in Vector so long as Waste Connections paid the usage fees for the Vector service.

41. Put another way, Sonrai granted a license to Waste Connections to use Vector so long as Waste Connections paid for its use of Vector.

42. Consequently, and in reliance upon its agreement with Waste Connections, Sonrai began submitting sales orders and invoices to Waste Connections in May 2014.

43. The sales orders covered, among other thing, the charges to Waste Connections for its use of Vector.

44. Waste Connections paid these sales order and invoices through June 2018. Before unilaterally refusing to pay the invoices, Waste Connections paid Sonrai over \$950,000 for the use of Vector technology and services.

Waste Connections Realizes the Value of, and then Steals, Vector

45. Waste Connections recognized the tremendous value of Sonrai confidential information (i.e. Vector), especially after Waste Connections secured a waste hauling contract for the Region of Peel in Ontario, Canada.

46. Waste Connections worked with Sonrai employee Anthony Romano (“Romano”), who was then Sonrai’s Executive Vice President, in the deployment of Sonrai’s technology at various Waste Connections customer sites.

47. Romano wanted to have an ownership interest in Sonrai and, while working with Waste Connections on the City of Peel opportunity, demanded from Sonrai a 20% ownership interest in Sonrai.

48. Romano enlisted the help of Charles Palmer, Waste Connections’ Director of Information Technology Operations Applications, to obtain an ownership interest in Sonrai.

49. Specifically, Palmer, in order to help Romano, demanded that Sonrai leaders “give [Romano] 20% of [Sonrai].”

50. Palmer made this demand during the setup of Vector with the Region of Peel and the two (2) pilot programs.

51. Palmer demanded that Romano receive a piece of Sonrai and implied that if Romano did not, then Sonrai's relationship with Waste Connections would be in jeopardy.

52. Romano did not receive an ownership interest in Sonrai and resigned from Sonrai on January 11, 2016.

53. Following his resignation, Waste Connections hired Romano through Optimum Analytics, LLC, a company Romano formed, as a consultant to assist Waste Connections in implementing a scheme to surreptitiously steal Sonrai's Vector technology.

54. Unbeknownst to Sonrai, Romano, in order to help Waste Connections, surreptitiously accessed Sonrai's portal following his resignation in order to collect data needed to assist Waste Connections in gaining control of the Vector technology Sonrai developed for Waste Connections to use at the Region of Peel and elsewhere.

55. Waste Connections also worked with Romano, after Romano left his employment with Sonrai, in developing and implementing a technology platform that would imitate Sonrai's technology.

56. Waste Connections, with Romano's assistance, also enlisted the help of Geotab, Inc. ("Geotab"), a Canadian company who supplied an ECM device which Sonrai used to support Vector, so Waste Connections could cut Sonrai out of the project and deploy Vector across Waste Connections' entire fleet without having to compensate Sonrai for the use of Vector.

57. As part of its assistance, Geotab gave Waste Connections administrative access to Sonrai's website, which allowed Waste Connections to view route and other information of Sonrai's customers.

58. Waste Connections was provided such access without the authorization of Sonrai and without Sonrai's knowledge.

59. Waste Connections knew that Sonrai would not give it administrative access to Sonrai's website and that seeking administrative access to Sonrai's website through Geotab would not be approved by Sonrai.

60. Nevertheless, Waste Connections obtained access to Sonrai's website through Geotab and, once having gained access to Sonrai's website, Waste Connections changed the access codes and then locked Sonrai out of its own website.

Waste Connections Creates Fictional Complaints and Issues about Sonrai and then Partially Terminates its Relationship with Sonrai

61. In order to justify its misconduct in taking over Sonrai confidential information and technology, and to hide its tracks, Waste Connections began lodging system support complaints against Sonrai regarding the accurate reporting of Vector data to purposely cause the relationship between Sonrai and Waste Connections to deteriorate.

62. Sonrai responded immediately to Waste Connections' complaints by meeting with Charles Palmer and by conducting site inspections. While there was a brief period where Sonrai's software was down due to a necessary update of security certificates, Sonrai quickly resolved the issue.

63. Moreover, the meeting with Palmer and the site inspections revealed that the failure of Sonrai's technology system to accurately report data occurred through no fault of Sonrai. Sonrai observed that the failures were due to a faulty switch, which Waste Connections refused to remedy by adding a new switch that had proven successful with Sonrai's other customers.

64. Nevertheless, and in order to further its scheme to steal Sonrai confidential information, on March 1, 2016, Waste Connections wrote Sonrai, "Effective March 1st, Waste

Connections will be supported by the recommended Geotab supplier and will be moving all of our units over to their support program.”

65. Although Waste Connections stated that it was terminating its relationship with Sonrai on March 1, 2016, Waste Connections and Sonrai continued to discuss and negotiate their relationship with Sonrai through November of 2017.

66. The discussions and negotiations between Sonrai and Waste Connections occurred over the phone and in person.

67. For example, Sonrai and Waste Connections held a meeting on April 4, 2016 to discuss the relationship between Sonrai and Waste Connections. Sonrai also met with Waste Connections in Chicago in October of 2017 to discuss the possibility of moving forward. And an additional meeting was held between Sonrai and Waste Connections in Houston, Texas on November 4, 2017.

68. Moreover, Waste Connections continued to pay Sonrai for the right to use Vector through June 2018, in accordance with the agreement Sonrai and Waste Connections had regarding Waste Connections use of Vector’s technology, data, and services.

69. Notably, at no point in time prior to June, 2018, did Waste Connections claim that it owned Vector or any of the data or technology for Vector.

70. Nor did Waste Connections claim, at any point in time prior to June 2018, that it would keep or use Vector, or had the authority to keep or use Vector, after Waste Connections stopped paying Sonrai for the use of Vector.

71. After June 2018, Waste Connections ceased paying Sonrai for its use of Vector and also refused to return the Vector data, technology, and equipment (i.e., Sonrai confidential information) to Sonrai.

72. In other words, after June 2018 and when Waste Connections ceased paying for Vector, Waste Connections misappropriated Sonrai confidential information by retaining and using Vector without Sonrai's permission.

73. As a result of Waste Connections' actions, and with the help of Romano and Geotab, Sonrai confidential information was (and still is) being used by Waste Connections without Sonrai's authorization.

74. Sonrai did not know, however, the extent of Waste Connections misuse of Sonrai confidential information until February 2020.

75. In February 2020, the Region of Peel contacted Sonrai asking for technical help to solve a service problem relating to Vector. The Region of Peel provided Sonrai with passwords which permitted Sonrai to learn that Waste Connections is using Vector throughout Canada and the United States.

Irreparable Harm to Sonrai

76. Injury and harm to Sonrai has occurred and will continue to occur because Waste Connections continues to possess and use Sonrai confidential information without Sonrai's authorization or permission.

77. Similarly, Waste Connections has harmed, and is continuing to harm, Sonrai's legitimate business interests by, *inter alia*, retaining, misusing, and refusing to return Sonrai confidential information.

78. This is especially true since Sonrai recently learned that Waste Connections is using Sonrai's stolen confidential information throughout the United States and Canada.

79. In addition, Waste Connections can publicly disseminate Sonrai's confidential information that is illegally in Waste Connections' possession, thereby destroying the economic

and non-economic benefits Sonrai receives as a result of the confidential information being confidential. Waste Connections can also potentially share Sonrai confidential information with third parties who have no right to see or possess such information, which would also cause additional harm to Sonrai.

80. Hence, Sonrai's confidential information, business interests, and goodwill are at significant risk because Waste Connections misappropriated Sonrai's confidential information.

81. Accordingly, Sonrai is suffering irreparable harm and injunctive relief is necessary and appropriate to prevent further damage to Sonrai.

COUNT I
(Common Law Civil Conspiracy)

82. Plaintiff realleges and incorporates Paragraphs 1 through 81 of this Complaint as though fully set forth herein.

83. Waste Connections colluded with Romano and Geotab to gain control of Sonrai's Vector system and to cut Sonrai out of the plan to deploy Sonrai's Vector technology in Waste Connections' fleet of disposal trucks.

84. Waste Connections carried out its scheme in part by employing Romano as a consultant to assist in the surreptitious implementation of Sonrai's Vector system at the Region of Peel. Through its relationship with Romano and Geotab, Waste Connections obtained improper access to Sonrai's confidential information.

85. Geotab improperly granted Waste Connections administrative access to Sonrai's website which permitted Waste Connections to take control of the website, lock Sonrai out of its own technology, and use that technology without paying Sonrai.

86. Sonrai has incurred damage as a result of Waste Connections' unpaid use of Sonrai confidential information (i.e. Vector).

COUNT II
(Violation of the Defend Trade Secrets Act 18 USCS § 1832)

87. Plaintiff realleges and incorporate Paragraphs 1 through 86 of this Complaint as if fully set forth herein.

88. During the course of its relationship with Sonrai, Waste Connections was provided access to substantial amounts of Sonrai confidential information, including the confidential information identified in Paragraphs 9, 10, 12, 13, 14, 19 and 22.

89. This information is not available to the general public and is closely guarded by Sonrai. Sonrai keeps such information strictly confidential in order to protect and maintain its competitive advantage. The economic value of this information is over \$1,000,000.

90. Sonrai confidential information, including the confidential information identified in Paragraphs 9, 10, 12, 13, 14, 19 and 22, is a trade secret under the Defend Trade Secrets Act, 18 U.S.C. § 1832, *et seq.* (“DTSA”), because the information is not generally known outside of Sonrai; the information is not generally known by employees and others involved in Sonrai’s business except for those who need the information to perform their job function; Sonrai has taken reasonable measures to guard the secrecy of the information; the information is of great value to Sonrai; Sonrai invested significant amounts of time and money in developing the information; the information cannot easily be acquired or duplicated by others; and because Sonrai uses the information in its business.

91. Waste Connections was legally and contractually obligated to return Sonrai confidential information to Sonrai when it ceased paying for the right to access and use Sonrai confidential information in June 2018.

92. Waste Connections knew that, after it stopped paying for the right to access and use Sonrai confidential information in June 2018, it was no longer authorized to receive, possess, or access Sonrai confidential information.

93. Unfortunately, Waste Connections ignored (and continues to ignore) its obligations to Sonrai and misappropriated Sonrai's confidential information in June 2018 (i.e. after it stopped paying for the right to use Sonrai confidential information and refused to return the confidential information).

94. In addition and based upon information and belief, Waste Connections engaged in other acts of misappropriation that will be revealed through discovery.

95. Unless restrained, and based upon the activity described above, Waste Connections will continue to use, divulge, and/or disclose Sonrai confidential information.

96. It is axiomatic that if Waste Connections continues to possess Sonrai confidential information, then Waste Connections has no intention of complying with the DTSA.

97. Consequently, Waste Connections' actions constitute the actual misuse of Sonrai confidential information. Injunctive relief against Waste Connections is therefore appropriate.

98. Naturally then, Sonrai requests an order enjoining Waste Connections from accessing, using, or possessing Sonrai confidential information.

99. Sonrai also requests an order requiring Waste Connections to return any and all Sonrai confidential information to Sonrai as provided by 18 U.S.C. § 1836(3)(A)(ii).

100. In addition, Sonrai has incurred significant damages as a result of Waste Connections' misappropriation of Sonrai trade secrets.

101. For example, Sonrai was prevented by the misconduct of Waste Connections from reaping the benefits of the success of Vector.

102. Waste Connections' actions have also damaged Sonrai's goodwill, reputation, and legitimate business interests. Sonrai's damages, described above, are well in excess of \$75,000.00, and Sonrai seeks monetary and economic damages provided by 18 U.S.C. § 1832 *et seq.*

103. Finally, Waste Connections' misappropriation of Sonrai confidential information has been willful and malicious. As a result, Sonrai is entitled to recover its attorneys' fees from Waste Connections.

**COUNT III
(Violation of Illinois Trade Secrets Act 765 ILCS 1065/4)**

104. Plaintiff realleges and incorporates paragraphs 1 through 103 of this Complaint as if fully set forth herein.

105. During the course of its relationship with Sonrai, Waste Connections was exposed to substantial amounts of Sonrai confidential information, including the confidential information identified in Paragraphs 9, 10, 12, 13, 14, 19 and 22.

106. This information is not available to the general public and is closely guarded by Sonrai. Sonrai keeps this information strictly confidential in order to maintain a competitive advantage over its competitors.

107. This information is considered a trade secret under the Illinois Trade Secrets Act ("ITSA"), 765 ILCS § 1065/et al., because Sonrai derives independent economic value from this information not being generally known to the public, the information is not readily ascertainable by proper means by other persons who could obtain economic value from its disclosure or use, and the information is the subject of reasonable efforts to maintain its secrecy.

108. The economic value of the Sonrai trade secrets/confidential information that Waste Connections had access to and misappropriated is over \$1,000,000.

109. Waste Connections misappropriated Sonrai trade secrets in June 2018.

110. Based upon information and belief, Waste Connections also engaged in other acts of misappropriation that will be revealed through discovery.

111. Injunctive relief is therefore appropriate, and Sonrai requests that this Court enter an order enjoining Waste Connections from using, possessing, or accessing any Sonrai confidential information and from disclosing Sonrai confidential information to anyone not authorized to receive the confidential information.

112. Sonrai also requests that this Court enter an order requiring Waste Connections to return any and all Sonrai confidential information.

113. Sonrai has incurred significant damages as a result of Waste Connections' misappropriation of Sonrai trade secrets.

114. For example, Sonrai was prevented by the misconduct of Waste Connections from reaping the benefits of the success of Vector.

115. Waste Connections actions have also damaged Sonrai's goodwill, reputation, and legitimate business interests. Sonrai's damages, described above, are well in excess of \$75,000.00, and Sonrai seeks monetary and economic damages provide by 765 ILCS at § 1065/1 et al.

116. Finally, Waste Connections' misappropriation of Sonrai confidential information has been willful and malicious. As a result, Sonrai is entitled to recover its attorneys' fees from Waste Connections.

**COUNT IV
(Breach of Contract)**

117. Plaintiff realleges and incorporates Paragraphs 1 through 116 of this Complaint as though fully set forth herein.

118. As identified in the invoices, Sonrai and Waste Connections had an agreement whereby Sonrai would provide Waste Connections with Vector and, in exchange, Waste

Connections would pay Sonrai for the Vector device, usage, and data fees for Waste Connections' use of the data and information contained in Vector.

119. Waste Connections agreed to pay usage and data fees for Vector for three years.

120. Sonrai has performed all of the duties and obligations it owes under the contract.

121. Waste Connections, however, has not complied with the duties and obligations it owes under the contract.

122. Specifically, Waste Connections breached the contract by not returning the Vector devices and not paying all of the usage and data fees it owes Sonrai.

123. Prior to March 1, 2018, Waste Connections failed to pay Sonrai \$311,218.66 in usage and data fees. (A summary of the owed fees prior to March 1, 2018 is attached as Exhibit B).

124. From March 1, 2018 to March 1, 2020, Waste Connections failed to pay Sonrai \$354,119.21 in usage and data fees.

125. According, Sonrai's total damages arising out of Waste Connections' breach of the contract between Sonrai and Waste Connections is \$665,337.87.

126. In addition, Sonrai is entitled to pre-judgment interest at a rate of 5% per annum.

127. Sonrai demands a jury trial.

WHEREFORE, Plaintiff Sonrai Systems, LLC requests that this Court:

a) Enter an injunction enjoining and restraining Waste Connections, and all those acting in concert or participation with it, from using, possessing, disclosing, or having access to any Sonrai confidential information;

b) Enter an order requiring Waste Connections to return all Sonrai confidential information to Sonrai;

- c) Award Sonrai its attorneys' fees and costs as a result of Waste Connections' willful and intentional misappropriation and use of Sonrai confidential information;
- d) Award Sonrai monetary damages based upon Waste Connections' misconduct;
- e) Award Sonrai such other relief as the Court may deem just and proper.

Dated: February 25, 2022

Respectfully submitted,

/s/ J. Scott Humphrey

J. Scott Humphrey

Manish Mehta

Katie Burnett

Samuel Ruggio

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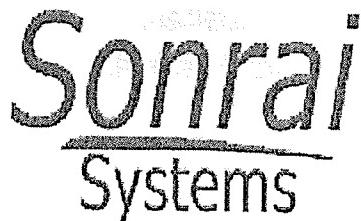
CERTIFICATE OF SERVICE

The undersigned certifies that on February 25, 2022, he served a copy of the foregoing on all counsel of record via electronic case filing procedures.

/s/ J. Scott Humphrey

One of the Attorneys for Plaintiff

Exhibit A



Our new address
 25W102 Ramm Drive
 Naperville, IL 60564
 Voice: (630) 622-9899
 Fax: (630) 622-9900

Quote

Page: 1
 Order Number: 0001304
 Order Date: 11/9/2015
 Customer Number: P355

Sold To:

Progressive Waste Lee County
 5594 6th St W
 Lehigh Acres, FL 33971-6327

Ship To:

Progressive Waste Lee County
 5594 6th St W
 Lehigh Acres, FL 33971-6327

Customer P.O. Quote	Terms No Terms		Job No and Name	Sales Person Not Applicable	
Item Number	Description	Ordered	Shipped	Price	Amount
/VECTORSYS	Vector System Estimate for 37 vectors and and observation assemblies GO7 OBDII ext pack	37.00 37.00	0.00 0.00	246.70 20.00	9,127.90 740.00
NM-0560	Digital I/O Aux cable Assy	37.00	0.00	37.00	1,369.00
NM-0660	Observation Assembly	37.00	0.00	132.00	4,884.00
EE-0200-L	Cable LED w/horn 15M	13.00	0.00	50.00	650.00
EE-0138-3B	Monthly Data Mgmt Fee Yearly Data Charges per truck @ \$45/Mo/Truck x 12 months	37.00	0.00	540.00	19,980.00
/VECTORMGMT	Contract Labor Estimated labor to install the vector system. 1.5 hour/truck. This estimate is for the installation of 37 vector systems. This estimate does not include shipping or taxes if applicable. lead time is 3-4 weeks ARO. Estimate is valid for 30 days We will require all the Truck Vins to confirm the cable required for the vector..	55.50	0.00	90.00	4,995.00
/LABOR					
Buyer accepts the terms and conditions appearing on the face and back of first page of Seller's proposal form.					
Net Order: 53,770.90					
Sales Tax: 3,187.26					
Order Total: 56,958.16					
Office Use Only Initial: _____					
Created by:CJ Updated by:Alex					

Customer Signature:

P: 10157588

\$ 36,978.16

Quote

Sonrai Systems

Our new address
 25W102 Ramm Drive
 Naperville, IL 60564
 Voice: (630) 622-9899
 Fax: (630) 622-9900

Page: 1
 Order Number: 0001328
 Order Date: 11/24/2015
 Customer Number: P400

Sold To:

Progressive - Corpus Christi
 2303 County Road 30
 Corpus Christi, TX 78415-6965

Ship To:

Progressive - Corpus Christi
 2303 County Road 30
 Corpus Christi, TX 78415-6965

Customer P.O. Quote	Terms Net 10 days		Job No and Name	Sales Person Not Applicable	
Item Number	Description	Ordered	Shipped	Price	Amount
/VECTORSYS	Vector System 25 Vector systems	25.00	0.00	246.70	6,167.50
NM-0560	GO7 OBDII ext pack	25.00	0.00	20.00	500.00
/VECTORMGMT	Monthly Data Mgmt Fee Monthly data charge	25.00	0.00	45.00	1,125.00
/LABOR	Contract Labor Labor for Vector Installation	25.00	0.00	90.00	2,250.00
/TRAVEL	Travel/hotel/car/meals This estimate is for the installation of 25 vectors, this estimate does not include shipping or taxes if applicable. lead time is 1-2 weeks ARO. Estimate is valid for 30 days.	1.00	0.00	1,750.00	1,750.00

Buyer accepts the terms and conditions appearing on the face and back of first page of Seller's proposal form.

Customer Signature: 

PB → 10/18/2021

Net Order: 11,792.50

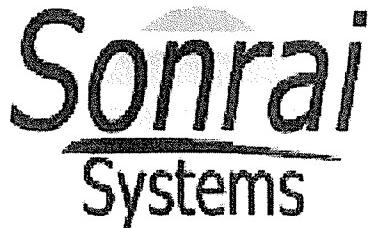
Sales Tax: 0.00

Order Total: 11,792.50

Office Use Only	Created by: Alex
Initial: _____	Updated by: Alex

10,667.50

Quote



Our new address
 25W102 Ramm Drive
 Naperville, IL 60564
 Voice: (630) 622-9899
 Fax: (630) 622-9900

Page: 1
 Order Number: 0001265
 Order Date: 10/20/2015
 Customer Number: P010

Sold To:

Progressive Waste - BAON
 320 Saunders Rd
 Barrie, ON L4N9Y2

Ship To:

Progressive Waste - BAON
 320 Saunders Rd
 Barrie, ON L4N9Y2

Customer P.O. QUOTE	Terms No Terms		Job No and Name	Sales Person Not Applicable	
Item Number	Description	Ordered	Shipped	Price	Amount
/VECTORSYS	Vector System Estimate for 67 vector and cables	67.00	0.00	246.70	16,528.90
NM-0559	9Pin Harness	67.00	0.00	56.00	3,752.00
NM-0560	GO7 OBDII ext pack	67.00	0.00	20.00	1,340.00
NM-0660	Digital I/O Aux cable	67.00	0.00	100.00	6,700.00
NM-0170-1	Cable External wiring Wire for external wiring, if required.	2,650.00	0.00	1.00	2,650.00
/VECTORMGMT	Monthly Data Mgmt Fee Yearly Data Charges per truck @ \$45/Mo/Truck x 12 months	67.00	0.00	540.00	36,180.00
/LABOR	Contract Labor Estimated labor to install the vector system.	134.00	0.00	90.00	12,060.00
/TRAVEL	Hotel/Meals/Car Rental This estimate is for the installation of 67v ector systems, cables will be revised once truck information is received.. This estimate does not include shipping or taxes if applicable. lead time is 4-5 weeks ARO. Estimate is valid for 30 days.	1.00	0.00	2,250.00	2,250.00

Buyer accepts the terms and conditions appearing on the face and back of first page of Seller's proposal form.

Customer Signature:

Po->Po 000419
Ref 000419

Net Order:	81,460.90
Sales Tax:	0.00
Order Total:	81,460.90
Office Use Only	Created by:Alex
Initial: _____	Updated by:Alex

#45,280.90

Sonrai
Systems

Our new address
25W102 Ramm Drive
Naperville, IL 60564
Voice: (630) 622-9899
Fax: (630) 622-9900

Quote

Page: 1
Order Number: 0001301
Order Date: 11/3/2015
Customer Number: P009

Sold To:

**Progressive Waste - PEEL
290 Clarence St
Brampton, ON L6W1T4**

Ship To:

Progressive Waste - PEEL
290 Clarence St
Brampton, ON L6W1T4

Customer P.O. QUOTE		Terms No Terms	Job No and Name		Sales Person Not Applicable			
Item Number	Description		Ordered	Shipped	Price	Amount		
NM-0560	Vector OBDII ext Estimate for vector extension cable. Estimate does not include shipping or taxes if applicable. estimate is valid for 30days.		65.00	0.00	20.00	1,300.00		
Buyer accepts the terms and conditions appearing on the face and back of first page of Seller's proposal form.						Net Order: 1,300.00 Sales Tax: 0.00		
						Order Total: 1,300.00		
Customer Signature:			Office Use Only		Created by:Alex			
			Initial: _____		Updated by:Alex			

Quote

Sonrai Systems

Our new address
 25W102 Ramm Drive
 Naperville, IL 60564
 Voice: (630) 622-9899
 Fax: (630) 622-9900

Page: 1
 Order Number: 0001302
 Order Date: 11/3/2015
 Customer Number: P009

Sold To:

Progressive Waste - PEEL
 290 Clarence St
 Brampton, ON L6W1T4

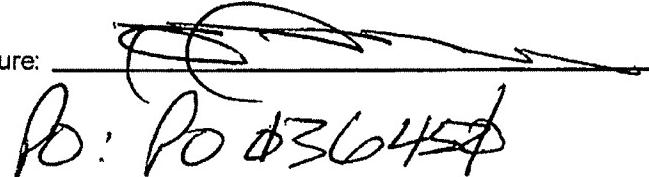
Ship To:

Progressive Waste - PEEL
 290 Clarence St
 Brampton, ON L6W1T4

Customer P.O. QUOTE	Terms No Terms		Job No and Name	Sales Person Not Applicable	
Item Number	Description	Ordered	Shipped	Price	Amount
EE-0200-L	Observation Assembly	65.00	0.00	132.00	8,580.00
NM-0660	I/O Aux cable Assembly Estimate for observation assembly w/Aux for Vector. Estimate does not include shipping or taxes if applicable. estimate is valid for 30days.	65.00	0.00	119.00	7,735.00

Buyer accepts the terms and conditions appearing on the face and back of first page of Seller's proposal form.

Customer Signature: _____



Po: Po #36450

Net Order:	16,315.00
Sales Tax:	0.00
Order Total:	16,315.00
Office Use Only Initial: _____	Created by: Alex Updated by: Alex

Sonrai Systems

Our new address
 25W102 Ramm Drive
 Naperville, IL 60564
 Voice: (630) 622-9899
 Fax: (630) 622-9900

Quote

Page: 1
 Order Number: 0001308
 Order Date: 11/11/2015
 Customer Number: P009

Sold To:

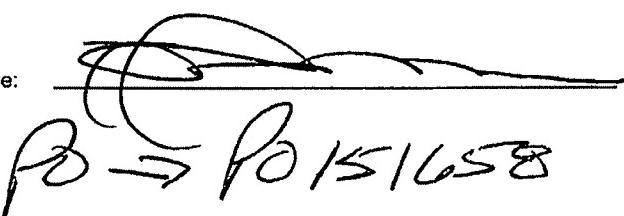
Progressive Waste - PEEL
 290 Clarence St
 Brampton, ON L6W1T4

Ship To:

Progressive Waste - PEEL
 290 Clarence St
 Brampton, ON L6W1T4

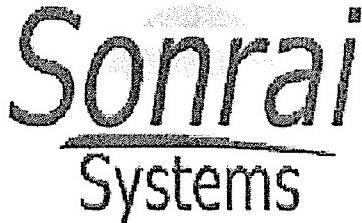
Customer P.O. QUOTE	Terms No Terms		Job No and Name	Sales Person Not Applicable	
Item Number	Description	Ordered	Shipped	Price	Amount
/VECTORSYS	Vector System Estimate for 5 vector and observations	5.00	0.00	246.70	1,233.50
NM-0560	GO7 OBDII ext pack	5.00	0.00	20.00	100.00
/VECTORMGMT	Monthly Data Mgmt Fee Yearly Data Charges per truck @ \$45/Mo/Truck x 12 months This estimate is for the installation of 5 vector systems. This estimate does not include shipping or taxes if applicable. lead time is 1-2 weeks ARO. Estimate is valid for 30 days.	5.00	0.00	540.00	2,700.00
				Net Order:	4,033.50
				Sales Tax:	0.00
				Order Total:	4,033.50
Buyer accepts the terms and conditions appearing on the face and back of first page of Seller's proposal form.			Office Use Only	Created by:Alex	
			Initial: _____	Updated by:Alex	

Customer Signature:



Po → Po 151658

Quote



Our new address
 25W102 Ramm Drive
 Naperville, IL 60564
 Voice: (630) 622-9899
 Fax: (630) 622-9900

Page: 1
 Order Number: 0001440
 Order Date: 4/5/2016
 Customer Number: P636

Sold To:

Progressive Waste EDMT
 3410 74th Ave
 Edmonton, AB T6B 2P7

Ship To:

Progressive Waste EDMT
 3410 74th Ave
 Edmonton, AB T6B 2P7

Customer P.O. Quote	Terms No Terms		Job No and Name	Sales Person CJ Kafitz	
Item Number	Description	Ordered	Shipped	Price	Amount
/TRUCKSYS	RFID TRUCK SYSTEM 3 RFID Truck Systems	3.00	0.00	5,900.00	17,700.00
/VECTORSYS	Vector System * 3 Vectors included * Estimate is based on standard Truck System installation. If any truck requires additional cabling/equipment it will be added/billed separately. Separate charges will also apply for additional scanners/readers and related installation and other services * Estimate does not include labor or travel.	3.00	0.00	0.00	0.00
/MODEM	Monthly Modem Fee * First month of monthly modem fees. \$85/truck per month.	3.00	0.00	85.00	255.00
NM-0110	Rigid Tag 6" 150 RFID Tags * Estimate does not include shipping or taxes if applicable. Estimate is valid for 30 days.	150.00	0.00	6.25	937.50

Buyer accepts the terms and conditions appearing on the face and back of first page of Seller's proposal form.

Customer Signature: _____

RECEIVED IN THE
MAY 23RD 2016
DENNIS

Office Use Only	Created by:CJ
Initial: _____	Updated by:CJ

Order Total: 18,892.50

Net Order: 18,892.50
 Sales Tax: 0.00

TERMS AND CONDITIONS

BY ACCEPTANCE OF THIS ORDER SELLER AGREES WITH BUYER AS FOLLOWS:

This order may be accepted only upon the terms and conditions set forth herein unless otherwise indicated on the front of this document.

When so accepted, this order contains the complete and final agreement between the Buyer, and the Seller respecting the goods and services specified. Any additional or different terms proposed by the Seller, including but not limited to terms in invoices, catalogs, manuals, or descriptive literature, are hereby rejected unless specifically accepted in writing by the Buyer.

The Seller, by acceptance of this order, will be deemed to represent that Seller has complied, or will comply, with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations thereunder.

All shipments are to be made F.O.B. destination, freight prepaid, to the receiving point designated in the "ship to" block on the front of this form. If other than F.O.B. destination is authorized, which authorization must be in writing, all transportation, insurance, crating and/or packing charges are to be agreed upon in advance and entered as separate items on Seller's invoice.

In connection with any cash discounts offered, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage or nonconformity if nonconforming goods are accepted, the cash discount period shall commence on the date final approval for payment is granted by the Buyer. If a discount is applicable to the transaction, but the invoice does not reflect the existence of a cash discount, the Buyer is entitled to a cash discount with the period commencing on the date it is determined by the Buyer that a cash discount applies. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check.

Subject to conditions beyond the control of the Seller, delivery or completion must actually be effected within the time stated on this Purchase Order.

If for any reason whatsoever, including conditions beyond the control of the Seller, completion is not timely, the Buyer reserves the right to obtain the goods or services elsewhere and to charge Seller with any loss incurred as a result thereof, or at its option, to cancel the order. It is understood that time is of the essence under this agreement. Whenever the Seller has knowledge that any actual or potential labor dispute or other condition is delaying or threatens to delay Seller's timely performance, Seller shall promptly inform Buyer.

Any materials shipped in excess of the quantity specified in the order may, at Buyer's option, be returned to Seller at Seller's expense. Buyer will not be obligated to pay for services or labor provided in excess of that specified in the order.

All goods purchased hereunder shall be subject to inspection by the Buyer to the extent practicable at all times and places, including the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to the final inspection shall relieve the Seller from responsibility for defects or other failure to meet the requirements of this order.

Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material, and manufacture and shall comply with the requirements of this agreement, including any drawings or specifications issued by Buyer. Seller further warrants that all items purchased hereunder shall be of merchantable quality and shall be fit and suitable for the purposes intended. Seller further warrants that the goods and/or services delivered hereunder shall not infringe any patent, trademark, or copyright and that Seller shall defend Buyer from any such claim and indemnify Buyer for any loss, cost, or expense therefrom, incidental thereto or as a consequence thereof. The foregoing warranties are conditions to this agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance or payment by the Buyer. If any warranties specified herein or otherwise applicable are breached by the Seller, Buyer may, at its option, (a) require the Seller to correct, at Seller's sole expense, any defect or nonconformance by repair or replacement, or (b) return any defective or nonconforming goods to Seller at the Seller's sole expense and recover from Seller the price thereof. The foregoing remedies are in addition to all other remedies at law or in equity, or as contained in this agreement and shall not be deemed to be exclusive. The foregoing representations and warranties shall survive acceptance of the goods and services.

The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at the time of shipment, and the Buyer expressly relies on such guarantee as transmitted by delivery.

The Buyer, by acceptance of this order, understands that all devices purchased from Seller that are linked to data usage plans (i.e. modems, GPS device, Garmin, etc.) will have a three (3) year obligation to pay for data service contracts. Unless otherwise specified, noted and agreed upon by Seller, these devices will require 36 months of data services connected.

This Purchase Order is not assignable by the Seller without the prior consent of the Buyer.

The failure of Buyer to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of such provision nor in any way affect the right of the Buyer thereafter to enforce each and every provision of this agreement.

Exhibit B

WASTE CONNECTIONS WASTE SOLUTIONS BALANCES DUE ON BILLINGS TO DATE							
Feb-16							
LOCATION	INVOICE DATE	INVOICE #	BALANCE	DESCRIPTION	AMOUNT PAID	CHECK NUMBER	DATE
COQUITLAM P625	8/1/2014	0501720-IN	\$ 850.00	Modem fees for 10 modems in Coquitlam			
25 Fawcett Road	9/2/2014	0501773-IN	\$ 850.00	Modem fees for 10 modems in Coquitlam			
Coquitlam, BC V3K 6V2	3/1/2015	0502109-IN	\$ 850.00	Modem fees for 10 modems in Coquitlam			
	6/1/2015	0502297-IN	\$ 850.00	Modem fees for 10 modems in Coquitlam			
	6/16/2015	0033720-IN	\$ 390.00	Vector for simulator shipped to Vaughn - rebill to Vaughn			
	6/16/2015	0033816-CM	(\$ 390.00)	Credit for vector			
	7/1/2015	0502344-IN	\$ 850.00	Modem fees for 10 modems in Coquitlam			
	7/20/2015	0033721-IN	\$ 26,853.27	Vectors, installation, 1st months data at Region of Peel - rebill vectors and data to Brampton, Ontario			
	9/1/2015	0502683-IN	\$ 850.00	Monthly modem fees Sept 2015			
	10/1/2015	0502684-IN	\$ 850.00	Monthly modem fees Oct 2015			
	11/1/2015	0502685-IN	\$ 850.00	Monthly modem fees Nov 2015			
	11/12/2015	0033814-CM	(\$ 26,853.27)	Credit for vectors, installation, data			
	11/12/2015	0033818-IN	\$ 1,700.00	Modem fees 10 modems for June and July 2014 not billed			
	12/1/2015	0502701-IN	\$ 850.00	Monthly modem fees Dec 2015			
	1/1/2016	0502817IN	\$ 850.00	Monthly modem fees Jan 2016			
	2/1/2016	502861-IN	\$ 850.00	Monthly modem fees Feb 2016			
			\$ 11,050.00	Total Coquitlam			
	1/9/2015	0033553-IN	\$ 35,200.00	Installation and landing for Surrey			
	2/1/2015	0502457-IN	\$ 3,485.00	February modem and data fee for Surrey			
	3/1/2015	0502458-IN	\$ 3,485.00	March modem and data fee for Surrey			
	4/1/2015	0502459-IN	\$ 3,485.00	April modem and data fees for Surrey			
	5/1/2015	0502460-IN	\$ 3,485.00	May modem and data fees for Surrey			
	6/1/2015	0502534-IN	\$ 3,485.00	June modem and data fees for Surrey			
	7/1/2015	0502535-IN	\$ 3,485.00	July modem and data fees Surrey			
	8/1/2015	0502536-IN	\$ 3,485.00	August modem and data fees Surrey			
	8/1/2015	0502424-IN	\$ 3,485.00	Monthly modem fees for Surrey billed at incorrect amount. Correct amount for both modems and vectors Feb 2015-Nov 2015 above			
	9/1/2015	0502537-IN	\$ 3,485.00	September modem and data fees for Surrey			
	10/1/2015	0502538-IN	\$ 3,485.00	October modem and data fees for Surrey			
	11/1/2015	0502678-IN	\$ 3,485.00	November modem and data fees for Surrey			

WASTE CONNECTIONS WASTE SOLUTIONS BALANCES DUE ON BILLINGS TO DATE							
Feb-16							
LOCATION	INVOICE DATE	INVOICE #	BALANCE	DESCRIPTION	AMOUNT PAID	CHECK NUMBER	DATE
	11/12/2015	0033835-CM	(\$ 3,485.00)	Credit monthly modem fees Surrey			
	12/1/2015	0502726-IN	\$ 1,742.50	December 2015 modem fee			
	12/1/2015	0502727-IN	\$ 1,742.50	December 2015 monthly data fees			
	1/1/2016	0502821-IN	\$ 1,742.50	Jan 2016 modem fee			
	1/1/2016	0502827-IN	\$ 1,742.50	Jan 2016 data fees			
	2/1/2016	0502872-IN	\$ 1,742.50	Feb 2016 modem fee			
	2/1/2016	0502873-IN	\$ 1,742.50	Feb 2016 data fee			
			\$ 80,505.00	Total Surrey			
REGION OF PEEL P618	10/2/2015	0033790-IN	\$ 3,033.00	53 harnesses/cables	\$ 3,033.00	700000455	1/19/2016
290 Clarence Street	10/20/2015	0033861-IN	\$ 2,215.20	6 vector systems	\$ 2,215.20	700000477	1/28/2016
Brampton, ON L6W 1T4	11/12/2015	0033815-IN	\$ 23,428.27	Rebill of vectors, harnesses, 1st months data management fees excluding installation	\$ 23,428.27	700000455	1/19/2016
	11/12/2015	0502523-IN	\$ 2,835.00	Monthly data fees for November 2015	\$ 2,835.00	700000455	1/19/2016
	12/1/2015	0502702-IN	\$ 3,105.00	Monthly data fees for Dec 2015			
	12/14/2015	0033860-IN	\$ 16,615.00	Observation assemblies	\$ 16,615.00	700000477	1/28/2016
	12/14/2015	0033859-IN	\$ 1,375.00	Vector OBDII ext	\$ 1,375.00	700000477	1/28/2016
	1/1/2016	0502824-IN	\$ 3,285.00	Monthly data fees for Jan 2016			
	2/1/2016	0502870-IN	\$ 3,285.00	Monthly data fees for Feb 2016			
	2/25/2016	33916-IN	\$ 15,900.58	Consulting for ESRI arcGIS zone management for the portal			
	2/25/2016	33917-IN	\$ 1,508.50	5 vectors			
			\$ 76,585.55	Total Region of Peel			
BARRIE P616	1/7/2016	0033881-IN	\$ 34,447.50	75 vector systems			
320 Saunders Road	2/1/2016	502860-IN	\$ 3,375.00	Monthly data fees for Feb 2016			
Barrie ON, L4N9Y2			\$ 37,822.50	Total Barrie			
COLLIER P354	5/9/2014	0033154-IN	\$ 4,554.14	Purchase of 6 modems			
12 Jefferson Ave W	3/5/2015	0033542-IN	\$ 4,536.00	Incorrect billing for 9 months of modem fees for Collier which were billed and paid monthly			
Immokalee, FL 34142	11/12/2015	0502679-IN	\$ 240.00	Rebilled August 2015 monthly modem GPS fees to Collier			
	11/12/2015	0033826-IN	\$ 480.00	Modem GPS fees 6 modems for May and June 2014 not billed			
	11/12/2015	0502680-IN	\$ 240.00	Monthly modem fees Sept 2015			

WASTE CONNECTIONS WASTE SOLUTIONS BALANCES DUE ON BILLINGS TO DATE							
Feb-16							
LOCATION	INVOICE DATE	INVOICE #	BALANCE	DESCRIPTION	AMOUNT PAID	CHECK NUMBER	DATE
	11/12/2015	0502681-IN	\$ 240.00	Monthly modem fees Oct 2015			
	11/12/2015	0502682-IN	\$ 240.00	Monthly modem fees Nov 2015			
	11/13/2015	0033845-CM	(\$ 4,536.00)	Credit 9 months Collier modem fees			
	12/1/2015	0502725-IN	\$ 240.00	Monthly modem fees Dec 2015			
	1/1/2016	0502816-IN	\$ 240.00	Monthly modem fees Jan 2016			
	2/1/2016	0502864-IN	\$ 240.00	Monthly modem fees Feb 2016			
			\$ 6,714.14	Total Collier			
HILLSBOROUGH P360	8/14/2015	0033732-IN	\$ 11,795.50	RFID truck system			
1601 N. 34th Street	9/1/2015	0502686-IN	\$ 5,360.00	Hillsborough monthly modem fees Sept 2015			
Tampa, FL 33605-5704	9/1/2015	0033796-IN	\$ 22,225.95	2 RFID truck systems			
	9/1/2015	0033798-IN	\$ 364.56	Maintenance truck 200762			
	9/1/2015	0033799-IN	\$ 144.45	Maintenance truck 200779			
	9/1/2015	33800	\$ 168.53	Maintenance truck 200782			
	9/1/2015	0033797-IN	\$ 375.36	Maintenance truck 200756			
	11/12/2015	0033819-IN	\$ 11,235.00	15 modems in 300 series trucks purchased in May 2014 not billed			
	11/12/2015	0033820-IN	\$ 3,880.00	Adjustment for modem fees from Aug 2014 to Aug 2015. See separate schedule			
	11/12/2015	0502687-IN	\$ 5,360.00	Hillsborough monthly modem fees Oct 2015			
	11/12/2015	0502688-IN	\$ 5,360.00	Hillsborough monthly modem fees Nov 2015			
	12/1/2015	0502717-IN	\$ 5,190.00	Hillsborough monthly modem fees Dec 2015			
	1/1/2016	0502819-IN	\$ 5,190.00	Hillsborough monthly modem fees Jan 2016			
	2/1/2016	0502866-IN	\$ 5,190.00	Hillsborough monthly modem fees Feb 2016			
			\$ 81,839.35	Total Hillsborough			
MIAMI P386	7/1/2015	0502692-IN	\$ 810.00	Monthly data fees July 2015			
3840 Nw 37th Ct	8/1/2015	0502693-IN	\$ 810.00	Monthly data fees Aug 2015			
Miami, FL 33142	9/1/2015	0502694-IN	\$ 810.00	Monthly data fees Sept 2015			
	10/1/2015	0502695-IN	\$ 810.00	Monthly data fees Oct 2015			
	11/1/2015	0502696-IN	\$ 810.00	Monthly data fees Nov 2015			
	12/1/2015	0502728-IN	\$ 810.00	Monthly data fees Dec 2015			
	1/1/2016	0502825-IN	\$ 810.00	Monthly data fees Jan 2016			

WASTE CONNECTIONS WASTE SOLUTIONS BALANCES DUE ON BILLINGS TO DATE							
Feb-16							
LOCATION	INVOICE DATE	INVOICE #	BALANCE	DESCRIPTION	AMOUNT PAID	CHECK NUMBER	DATE
	2/1/2016	0502867-IN	\$ 810.00	Monthly data fees Feb 2016			
			\$ 6,480.00	Total Miami			
SEBRING P356	5/5/2014	0033151-IN	\$ 11,235.00	Modems in Sebring moved to and paid in Lake County			
5151 Kenilworth Blvd	7/1/2015	0502370-IN	\$ 675.00	Sebring duplicate monthly data fees			
Sebring FL 33870	11/12/2015	0033823-IN	\$ 6,801.29	Modem removal and vector installation in Sebring			
	11/12/2015	0033824-IN	\$ 1,350.00	Adjustment to data fees from May 2014-Aug 2015. See separate schedule			
	11/12/2015	0033821-CM	(\$ 11,235.00)	Credit modems moved to and paid in Lake County			
	11/12/2015	0033822-CM	(\$ 675.00)	Credit Sebring duplicate monthly data fees			
	12/1/2015	0502732-IN	\$ 675.00	Monthly data fees Dec 2015			
	1/1/2016	0502826-IN	\$ 675.00	Monthly data fees Jan 2016			
	2/1/2016	0502865-IN	\$ 675.00	Monthly data fees Feb 2016			
			\$ 10,176.29	Total Sebring			
LAKE COUNTY P348	12/1/2015	0502731-IN	\$ 1,190.00	Monthly modem fees Dec 2015			
3935 Rogers Industrial Park Blvd	1/1/2016	0502820-IN	\$ 1,190.00	Monthly modem fees Jan 2016			
Okahumka, FL 34762	2/1/2016	502862-IN	\$ 1,190.00	Monthly modem fees Feb 2016			
			\$ 3,570.00	Total Lake County			
CORPUS CHRISTI P400	12/31/2015	0033880-IN	\$ 10,817.50	25 vector systems			
2303 County Road 30	2/1/2016	0502868-IN	\$ 1,125.00	Monthly data fees Feb 2016			
Corpus Christi, TX 78415-6965			\$ 11,942.50	Total Corpus Christi			
VAUGHAN P502	11/12/2015	0033817-IN	\$ 390.00	Rebill simulator vector from Coquitlam			
400 Applewood Crescent	11/12/2015	0502697-IN	\$ 650.00	Bill for 2 vectors in Vaughn not previously billed			
2nd Flr	12/1/2015	0502828-IN	\$ 180.00	Monthly data management fee Dec 2015			
Vaughan, ON L4K0C3	1/1/2016	0502729-IN	\$ 180.00	Monthly data management fee Jan 2016			
	2/1/2016	0502869-IN	\$ 180.00	Monthly data management fee Feb 2016			

WASTE CONNECTIONS WASTE SOLUTIONS BALANCES DUE ON BILLINGS TO DATE							
Feb-16							
LOCATION	INVOICE DATE	INVOICE #	BALANCE	DESCRIPTION	AMOUNT PAID	CHECK NUMBER	DATE
			\$ 1,580.00	Total Vaughn			
DC METRO P153	10/23/2015	0099810-IN	\$ 540.00	Inspect and trouble shoot CWDC-0001			
2911 52nd Ave	11/12/2015	0033827-IN	\$ 595.00	DC School monthly modem fee from Feb 2015-Aug 2015			
Hyattsville, MD 20743	11/12/2015	0502691-IN	\$ 85.00	DC monthly modem fees Nov 2015			
	11/13/2015	0502689-IN	\$ 85.00	DC monthly modem fees Sept 2015			
	11/14/2015	0502690-IN	\$ 85.00	DC monthly modem fees Oct 2015			
	12/1/2015	0502733-IN	\$ 85.00	DC monthly modem fees Dec 2015			
	1/1/2016	0502818-IN	\$ 85.00	DC monthly modem fees Jan 2016			
			\$ 1,560.00	Total DC Metro			
WINNIPEG P141	10/5/2015	0033779-IN	\$ 2,167.00	2 vector systems Winnipeg, data management fees Jan 2015 to Dec 2015			
375 Oakpoint Highway	12/1/2015	0502729-IN	\$ 90.00	Monthly data fees Dec 2015			
	12/31/2016	0502953-CM	(\$ 90.00)	Monthly data fees December 2015 credited for billing with purchase on invoice 0033779-IN			
Winnipeg, MB R3C2Z6	1/1/2016	0502829-IN	\$ 90.00	Monthly data fees Jan 2016			
	2/1/2016		\$ 90.00	Monthly data fees Feb 2016			
			\$ 2,347.00	Total Winnipeg			
LEE COUNTY P355	12/9/2015	0033842-IN	\$ 28,052.80	Installation of 37 vectors			
5594 6TH St W	1/1/2016	0502830-IN	\$ 1,665.00	Monthly data fees Jan 2016			
Lehigh Acre, FL 33971	2/1/2016	0502864-IN	\$ 1,665.00	Monthly data fees Feb 2016			
			\$ 31,382.80	Total Lee County			
TOTAL INVOICED TO DATE			\$ 363,555.13				
LESS PAYMENTS APPLIED			(\$ 49,501.47)		\$ 49,501.47		
LESS UNAPPLIED PAYMENT			(\$ 2,835.00)				
TOTAL DUE TO SONRAI			\$ 311,218.66				